

OBJECTION TO SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS In U.S. Navy. SEALS 1-26 v. Bident, 4:22-cv-01236-O (N.D. Tex.)

To: United States District Court for the Northern District of Texas

From: Damon Young Turner (previously LCDR, USN)

As a class member, I object to the fairness, reasonableness, and adequacy of this Settlement Agreement for the following reasons:

The repair of harms is not adequate because it only forces the Navy to correct limited administrative records which fails to restore the harms that fall outside this limited definition or the harms done to those class members no longer in the service.

The Settlement does not compensate class members in any way whatsoever, despite many class members enduring significant financial, mental health, and medical expenses as a result of defendant's actions.

The Settlement does not adequately compensate class attorneys.

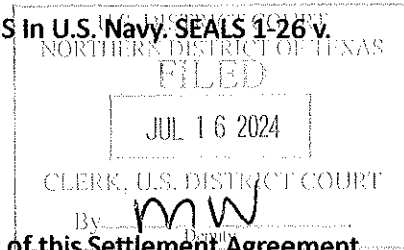
Finally, the Settlement does not deter the Navy from engaging in similar unlawful practices in the future because 1) the remedial actions the Navy is directed to take are completely symbolic and 2) the Settlement Agreement does not hold accountable those Navy leaders who are most responsible for violating the Religious Freedom Restoration Act and the First Amendment of the Constitution.

The defendant's actions in violating the rights of class members had an individualized impact and therefore must be remedied by individualized relief and compensation. I do not consent to this settlement and will object unless the following conditions are added to the agreement:

- 1) Full backpay must be provided automatically (i.e. without their having to request it), for all class members who were involuntarily separated from the Navy for refusing the COVID-19 shots after filing a religious accommodation.
- 2) All Service Members who were involuntarily separated, left the Navy, or retired before statutory retirement age, after filing a religious accommodation, must be automatically (i.e. without their having to request it), offered full reinstatement to their previous ranks and positions with both the pay and seniority they would otherwise have been entitled to had they remained in the Navy.
- 3) Wide latitude must be provided to the Board For the Correction of Naval Records (BCNR) for class members to seek relief over defendant's actions related to the COVID-19 mandates. BCNR cases which do not result in satisfactory relief for class members shall remain actionable as claims under this Settlement and relief may be sought by class members in subsequent federal court cases.

Signed on this date: 10 July 2024

Damon Turner



JAMON TURNER
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CLERK'S OFFICE
U.S. DISTRICT COURT FOR THE N. DISTRICT OF TEXAS
FORT WORTH DIVISION
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ATTN: U.S. NAVY SEALS 1-26 v. BIDEN,
CASE No. 4:21-cv-01236, OBJECTIONS TO PROPOSED CLASS SETTLEMENT

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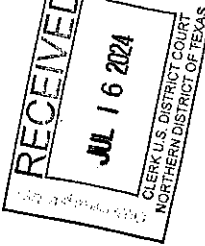
FROM:
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Attn: US Navy Seals 1-26 V. Biden,
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